CONTRACT

KMBC KMBC-TV 6455 Winchester Ave Kansas City, MO 64133-6409 (816)221-9999

www.kmbc.com

And:

Smart Media Group LLC (VA) 814 King St Ste 400 Alexandria, VA 22314

	Contract / Re	vision		Alt Order #	ŧ
	958458	1		07899362	
Product					
MARTIN/AG/R					
Contract Dates	Estimate #				_
10/02/12 - 10/08/12	C02C08				
Advertiser	_		Ori	ginal Date	/ Revision
Martin /R/Attorney Gener	al		0	9/28/12	/ 09/28/12
	Billing Cycle	Billing	Cale	endar	Cash/Trade
	EOM/EOC	Broado	Broadcast		Cash
	Station	Accour	it E	xecutive	Sales Office
	KMBC	Meredi	th T	hompson	Eagle-Washingt
	Special Hand	ing			
	Demographic			-	
	Adults 35+				
					Total Ratings
					115.30
	IDB#	Adverti	ser	Code	Product Code
	1046	MART			ORDR
	Agency Ref			Advertiser	Ref

Spots/

*Line Ch Start Date End Date Description	Start/End Time Days	Length Week	Rate Rtn TypeSpots	Amount
N 1 KMBC 10/02/12 10/07/12 Good Morning America	7-9am	:30	NM 5	\$1,375.00
Class of Time - Immediately Pre-emptible without notice Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 -TWTF 5	Rate \$275.00 4.10			
N 2 KMBC 10/08/12 10/08/12 Good Morning America	7-9am	:30	NM 1	\$450.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 M 1	Rate Rating \$450.00 4.10	_		
N 3 KMBC 10/02/12 10/07/12 Sa 6-7a	6-7a	:30	NM 1	\$300.00
Class of Time - Pre-emptible with notice Start Date	Rate Rating 4.00			
N 4 KMBC 10/02/12 10/07/12 6pm News	6-630pm	:30	NM 3	\$2,475.00
Class of Time - Pre-emptible with notice Start Date	Rate Rating 7.80			
D 5 KMBC 10/07/12 10/07/12 5pm News Sunday	5-6pm	:30	NM 0	\$0.00
N 6 KMBC 10/02/12 10/07/12 M-F 1035-1105pm	1035-1105pm	:30	NM 2	\$900.00
Class of Time - Immediately Pre-emptible without notice Start Date	Rate Rating 9.00			
N 7 KMBC 10/08/12 10/08/12 M-F 1035-1105pm	1035-1105pm	:30	NM 1	\$450.00
Class of Time - Immediately Pre-emptible without notice Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 M 1	Rate Rating 9.00			
N 8 KMBC 10/02/12 10/07/12 M-F 1105p-1135p	1105p-1135p	:30	NM 3	\$1,500.00
Class of Time - Pre-emptible with notice Start Date	Rate Rating \$500.00 3.10			
N 9 KMBC 10/02/12 10/07/12 M-F/SU 10pm News	10-1035pm	:30	NM 3	\$2,400.00
Class of Time - Immediately Pre-emptible without notice			J	

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full Is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise

otherwise, on contracts, insertion orders, copy instructions or any correspondence when such common will the such common will the such contracts, insertion orders, copy instructions or any correspondence when such common will the such contracts and contracts, insertion and contracts, insertion orders, copy instructions or any correspondence when such contracts and contracts, insertion and contracts, insertion orders, copy instructions or any correspondence when such as a contract suc



www.kmbc.com

	Contract / Revision 958458 /	Alt Order # 07899362
Contract Dates 10/02/12 - 10/08/12	Product MARTIN/AG/R	Estimate #
Advertiser Martin /R/Attorney Ge		Original Date / Revision 09/28/12 / 09/28/12

*Line Ch Start Date End Date Description	Start/End Time Days	Spots/ Length Week	Rate Rtn Types	Spots	Amount
Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 -TwTF 3	Rate Rating 7.30	V			
N 10 KMBC 10/08/12 10/08/12 M-F/SU 10pm News	10-1035pm	:30	NM	1	\$800.00
Class of Time - Immediately Pre-emptible without notice Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 M 1	Rate Rating 7.30				
D 11 KMBC 10/02/12 10/07/12 SU 1030pm News	1030-11pm	:30	NM	0	\$0.00
Class of Time - Pre-emptible with notice					
N 12 KMBC 10/02/12 10/07/12 630-7p	630-7pm	:30	NM	4	\$3,600.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 10/01/12 10/07/12 -1111 4 Spots/Week	Rate Rating 6.20				
N 13 KMBC 10/06/12 10/06/12 News Wknd Sat	7-9am	:30	NM	1	\$300.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 10/01/12 10/07/12S- Spots/Week	Rate Rating 0,00				
N 14 KMBC 10/02/12 10/05/12 Anderson Cooper	M-F 10-11a	:30	NM	1	\$75.00
Class of Time - Immediately Pre-emptible without notice Start Date	Rate Rating 0.00				
N 15 KMBC 10/07/12 10/07/12 News Wknd Sun	7-9am	:30	NM	1	\$300.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12S 1	Rate Rating 0.00				
		Totals	115.30	27	\$14,925.00

Time Period	# of Spots	Gross Amount	Net Amount
10/01/12 -10/08/12	27	\$14,925.00	\$12,686.25
Totals	27	\$14,925.00	\$12,686.25

Signature:	Date:	

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an Intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.

TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING.

The person, firm or other pusiness entity ("Agency") contracting to durons as prosposated vertising time on behalf of the sovertiser having on the face of this contract ("Advertiser") and the station appending this contract ("Station") hereby agree that this contract one for governed by the following conditions and terms:

BILLING A NO PAYMENTS 1

- (a) Station will, from time to time at intervals to lowing prosesses nereuncier, pill Agency or benefit of Advertiser at accress on the face nereof. Agency shall pay Station thereon at accress on pillion or before the 15th pay of each month following that in which prosesses populated on on each other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally hable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency,

TERMINATION 2.

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, uponigiving the other party estimated party of provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of produces that, if notice is given by Agency, terminates this contract, if anely day Staton at the earned rate for all projectorate pursuant to this contract through the effective date of termination.
- (b) Stator may, upon notes to Agency, terminate this contract anytime; (i) upon meleneroread by Agency, (ii) in Advertiser's or Agency's prepit is, in Station's reasonable opinion, impaired. Upon such termination, all unpair accruse pragas harebness shall immediately become oue and payeble. The Agency's or tyrisplity shall be to pay for talebasis completed negatives provide payeble. The Agency's or tyrisplity shall be to pay for talebasis completed negatives provide payeble.
- Agency may, upon notice to Staton, terminate this contract at environment por material breach by Setton. Upon such terminates the contract at environment of the staton and its property of the staton and the staton an Lability and the to pay as its widates demages a sum equal to the leaser of the followings (i) the excell noncorpositable out-of-pooket tosts necessarily incurred by Agency in performance of this control of the of sum termination, or (ii) the late which would be due to Station necessarily in the cate or which Agency gives notice of cancellation, Station has given notice of termination pursuant to Paragraph Ziel effective at the earliest date permitted theresincen,
- Neither party shall have any leptility to the other upon termination pursuant to this Faragraph 2, except as provided in this Faragraph 2 and Faregrepb Т.

OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor blackte, respictor imposed by law or governmental order, mechanical breskdown, or where repessary to enable the Station to comply with the Communications Act of 1834, as amended, to satisfy the "research be obsess" and or "equal concrumity" requirements for certain political dand dates, or any other similar or dissimilar cause beyond the Stator is reasonable control. Ste bor falls to broadcest any or all of the announcement is on processes to be prosocast nared noén, Station shall not be in preschinereof, but Agan granell be entired to an adjustment as 6 llows; (i) if no particle sonedued prosocast is made, a later prosocast and the made at a reasonably satisfectory substitute date and trife, and this submitted is evaluable, the time pranges allocable to the omitted broadcast analyce we lived; (ii) if a material part, buting tall, of a schedule's proappast is protited, a later proappast analibe made at a reasonable substitute cale and time, and Agendy analibontinue to pay till phange. The foregoing shall not because Agenby of the benefit of any discounts win on this business hereunder if the procedurations of the period and the procedurations are the entirely.

PREEMPTIONS

Station and it have the right to bandel any prosposat or portion thereof powered by the contract in prospect any program or event which, in the Station's sole dispreton, it ceems to be of greater public interest or significance. Station may also recept te time prevously spiciol when necessary to comogniting to bright one to make available freezonable access and/or "equations or the uniform provided to be spicial provided to be spicially approximately and the spicial provided to be spicially approximately a prompty as reasonably possible. If the parties parable year on a sate factory substitute date and time, the prosposal so preempted shall be deemed can belied without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the candalast prospect.

5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted an roundement was purphased as a single buyon at a fixed (i.e., not a preemptible) rate, and it is an indicated on the face of this contract, Statich may preempt at its sole dispretion for any reason. In the event of preempt or or emission, unless otherwise agreed to by Statich, Agency and contract or by Statich and contract or by Statich, Agency and contract or by Statich and con substitute date and time, at no additions, pharge therefor.

8. A GENCY MATERIAL

All commends instantas (if so specified on the face of this contract, all program materias, including talent) analide formers by Agency and celivered to Station at Agency and excense. Agency shall celiver all materials not test than 45 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnaries by Agency (i) anall not be contanyto the public in Brest, (ii) shall conform to the Stator is then extend program and operating policies and duality standards, and (iii) are albeet to Station a prior approve, and continuing right to reject on to obuse Agency to edit allow materials. Station will not be liable for loss or carriage to Agency amateria. On, even if accepted by Station, for communications from others.

If Agendy requests within 30 days of lest progross tineraunder, Station will, at Agendy's expense, return Agendy material to Agendy. If Agendy opes not so request, Station has the right to dispose of all Agency material any time sater 60 days following the lest procedest hereunder.

INDEMNIFICATION

Agendy and Advertisen will jointly and severally incertaily and hold narmless Sletion from and against all pairss, demands, debts, doing afons or onerges (tobusco reservable attorney these and discussements) which exists your country more accordance of present and against all daily defended a contract of materials. It mished by one penalty of 4 sengyardians Accordance of the contract of materials. The shadower of 4 sengyardians According to 4 sengyardians According to 4 sengyardians and 4 sengyardians and 4 sengyardians and 4 sengyardians are furtised in the 4 sengyardians and 4 sengyardians and 4 sengyardians are furtised in the 4 sengyardians and 4 sengyardians are furtised in the 4 sengyardians and 4 sengyardians are furtised in the 4 sengyardians and 4 sengyardians are furtised in the 4 sengyardians and 4 sengyardians are furtised in the 4 sengyardians and 4 sengyardians are furtised in the 4 sengyardians and 4 sengyardians are furtised as a sengyardians and 4 sengyardians are furtised as a sengyardians are furt of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station with similarly incoming and both narmless Agency and Advertiser with respect to all meterials furnished by Station. The incomnities and promotify and concerns with respect to all meterials furnished by Station. The incomnities and promotify and concerns with respect to all meterials furnished by Station. otaim. The provisions of this paragraph and l'acrivive the termination pre-xpiration of this ponts of.

CONSEQUENTIAL DAMAGES

ger by and Station hereby agree that consequental demages resulting from any present of this pontract, pursuant to Heragraph 2, or any omission of prospess, pursuant to Feragraph 3, for any preemption of broadbast, pursuant to Paragraph 4, are accordance and hearthan Agency not Station and I be held lighter for any poneablents) demages inclined. This bonsequentle/ camege explusion provision is an altopation of risk separate and apart from provisions appointing of limiting either Agen by sion Station a remedies for preson.

GENERAL

Staton will prospect the entropy certains programs covered by this contact on the pates and at the approximate hourly times provided on the

face personic

- (b) The Station an ellemenous normal precautions is naziding of procenty and mail, but assumes no repliky for ross or carrage to program or commercial materials and other processy furtished by the Agency in connection with prospectation with
- Agency is sating as agent for a displaced printing at Advertiser named on the face hereof, and Agency will sot as agent for a displaced printing at Advertiser named on the face hereof, and Agency will sot as agent for a displaced printing of a manager. However, Agency for the payment to the Advertiser has an ount. Agency also in time-greatly agency for the payment to the Advertiser has not interpreted by the payment of the agency for all under his face of the Advertiser has not interpreted by the payment of the Agency for all under his face of the payment of the Agency for all under his face of the Agency for an output of the Agency face of the Advertiser has mere bridge as well to the Agency for a face of the face of the Agency for a face of the face of the Agency for a face of the face of the Agency for a face of the Agency for a face of the face of the Agency for a face of the face of the Agency for a face of the face of the
- (5) Agency shall not assign this contract except to shotter agency which succeeds to its business of representing Advertiser and provided such other agency are all its obligations hereunder. Advertiser may, upon house to Station, prange its agency are only the successor agency anallise entitled to commissions, if any, or oillings for proaposets the reader. Station is not required to broadcast neresticer for the penefit of any person other than Advertiser, or for a productor service other than that has named on the face hereof.
- (#) This contrait contains the entire understanding between the parties, cannot be oranged or terminated orally, and enabline considers in accordance with the State of New York, and with the Communicatione Act of 1934, as amended, and with the rules and regulations of the FCC leased pursuant thereto. When there is any inconsistency between these atempter conditions and a provision or the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof and in not be construct as a general relination ment or waiver of that orango the provision. All notices here there given on the case of dispatch.

For applitions, information relating to political solventising, Agendes and Advertisers are endouraged to request a copy of the Station's ourrent political solventsing disposure statement.]

CONTRACT



www.kmbc.com

And:

Smart Media Group LLC (VA) 814 King St Ste 400 Alexandria, VA 22314

	Contract / Re	vision	Alt Order #	<u> </u>
	958458	1	07899362	
Product	,			_
MARTIN/AG/R				
Contract Dates	Estimate #			•
10/02/12 - 10/08/12	C02C08			
Advertiser	•		Original Date	/ Revision
Martin /R/Attorney Gener	al		10/03/12	/ 10/03/12
	Billing Cycle	Billing	Calendar	Cash/Trade
	EOM/EOC	Broado	cast	Cash
	Station	Accou	nt Executive	Sales Office
	кмвс	Mered	ith Thompson	Eagle-Washingt
	Special Hand	ling		
	Demographic			
	Adults 35+			
				Total Ratings
				107.10
	IDB#	Advert	iser Code	Product Code
	1046	MART		ORDR
	Agency Ref		Advertiser	Ref

		Spots/			
*Line Ch Start Date End Date Description	Start/End Time Days	Length Week	Rate Rtn TypeSp	ots	Amount
N 1 KMBC 10/02/12 10/03/12 Good Morning America	7-9am	:30	NM	3	\$825.00
Class of Time - Immediately Pre-emptible without notice Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 -Tw 3	Rate Rating \$275.00 4.10				
2 KMBC 10/08/12 10/08/12 Good Morning America	7-9am	:30	NM	1	\$450.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 M 1	Rate Rating \$450.00 4.10				
3 KMBC 10/02/12 10/07/12 Sa 6-7a	6-7a	:30	NM	1	\$300.00
Class of Time - Pre-emptible with notice Start Date Week: 10/01/12 End Date 10/07/12 WeekdaysS- Spots/Week	Rate Rating 4.00				
4 KMBC 10/02/12 10/07/12 6pm News	6-630pm	:30	NM	3	\$2,475.00
Class of Time - Pre-emptible with notice Start Date Week: 10/01/12	Rate Rating 7.80				
D 5 KMBC 10/07/12 10/07/12 5pm News Sunday	5-6pm	:30	NM	0	\$0.00
6 KMBC 10/02/12 10/07/12 M-F 1035-1105pm	1035-1105pm	:30	NM	2	\$900.00
Class of Time - Immediately Pre-emptible without notice Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 -T-T 2	Rate Rating 0.00				
7 KMBC 10/08/12 10/08/12 M-F 1035-1105pm	1035-1105pm	:30	NM	1	\$450.00
Class of Time - Immediately Pre-emptible without notice Start Date	Rate Rating 0.00				
8 KMBC 10/02/12 10/07/12 M-F 1105p-1135p	1105p-1135p	:30	ММ	3	\$1,500.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 -TwTF 3	Rate Rating \$500.00 3.10				
9 KMBC 10/02/12 10/07/12 M-F/SU 10pm News	10-1035pm	:30	NM	3	\$2,400.00
Class of Time - Immediately Pre-emptible without notice					

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discrimin atory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.



www.kmbc.com

	Contract / Revision 958458 /	Alt Order # 07899362
Contract Dates 10/02/12 - 10/08/12	Product MARTIN/AG/R	Estimate # C02C08
Advertiser Martin /R/Attorney Genera		riginal Date / Revision 10/03/12 / 10/03/12

*Line Ch Start Date End Date Description	Start/End Time Days	Spots/ Length Week	Rate Rtn TypeSp	oots	Amount
Week Start Date 10/01/12 End Date 10/07/12 Weekdays TWTF Spots/Week 3	Rate Rating 7.30				
10 KMBC 10/08/12 10/08/12 M-F/SU 10pm News	10-1035pm	:30	NM	1	\$800.00
Class of Time - Immediately Pre-emptible without notice Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 M 1	Rate Rating 7.30				
D 11 KMBC 10/02/12 10/07/12 SU 1030pm News	1030-11pm	:30	NM	0	\$0.00
Class of Time - Pre-emptible with notice					
12 KMBC 10/02/12 10/07/12 630-7p	630-7pm	:30	NM	4	\$3,600.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 10/01/12 10/07/12 -1111 4	<u>Rate</u> <u>Rating</u> \$900.00 6.20				
13 KMBC 10/06/12 10/06/12 News Wknd Sat	7-9am	:30	NM	1	\$300.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 10/01/12 10/07/12S- Spots/Week	Rate Rating 0.00				
14 KMBC 10/02/12 10/05/12 Anderson Cooper	M-F 10-11a	:30	NM	1	\$75.00
Class of Time - Immediately Pre-emptible without notice Start Date	Rate Rating 0.00				
15 KMBC 10/07/12 10/07/12 News Wknd Sun	7-9am	:30	NM	1	\$300.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/125 1	Rate Rating 0.00				
N 16 KMBC 10/04/12 10/05/12 Good Morning America	7-9am	:30	NM	1	\$450.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 10/01/12 10/07/12TF 1	Rate Rating 0.00				
N 17 KMBC 10/06/12 10/06/12 Sat News @ 5am	5-6am	:30	NM	1	\$100.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 10/01/12 10/07/125- 1	Rate Rating \$100.00 0.00	-			
		Totals	107.10	27	\$14,925.00

Time Period	# of Spots	Gross Amount	Net Amount
10/01/12 -10/08/12	27	\$14,925.00	\$12,686.25
Totals	27	\$14,925.00	\$12,686.25

Signature:	Date:	

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.

TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase proaccast advertising time on pensifiching advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract enables governed by the following conditions and terms:

BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following prosposate nerepholer, bill Agendy or behalf of Agendy shall not be intervals following that it which prosposate oppured or on such other data as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the Gos of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on dehalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

TERMINATION.

- (a) Unless of envise specified or the face hereof, either party may terminate this contract, without cause, upon giving the other party at less t 25 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of prosposating hereunder. If Agency so terminates this contract it shall pay Station at the earned rate for all provides a pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract any time; (i) upon material bresich by Agency, (ii) if Station Bits to receive time; payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's researable opinion, impaired. Upon auch terminator, all unpaid accrued charges hereunder shall immediately become one and payable. The Agency's only liability shall be to pay for telecase completed hereunder prior to cancellation by Station.
- (a) Agencymay, upon notice to Station, terminate his contract at any time upon material breach by Station. Upon such termination, the Station along liability anallose to pay as itsulpated camages a sum equal to the leaser of the following: (i) the abbet concentration out-of-pooket costs necessarily incurred by Agency (in the following: (i) the abbet contract through date of auch termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives not be of cancellation. Station had given notice of termination observations for a stagraph. 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other door termination pursuant to this Faragraph 2, expect as provided in this Paragraph 2 and Paragraph 7.

OMISSION OF BROADCAST.

If, as a result of an act of God, force majeure, public emergency, iscondiscute, restriction imposed by any or governmental order, medical presentations which is determined as a second second and or it is a second as a sec

4. PREEMPTIONS

Station shall have the right to banded any prospication porton thereof covered by this contract in order to prospicate any program or event which, in the Station's sole dispersion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to compry with its obligations to make available interests and of 1504, as amended. Station will notify Agency of such paradists on a promotification and promotify as reasonably possible, if the carties cannot agree about a statisfactory substitute date and time, the prosposation preceded under his contract, except that Agency will not have to pay Station any pranges allocable to the cardied prosposates or prospective.

FIXED RATE PURCHASES

Nowitness roling the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purphased as a single buyor at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole dispression for any reason. In the event of preemption or omission, unless otherwise agrees to by Station, Agency shall continue to pay the full pharge (no precitor refund will be given) but Agency shall be about as another approximation and title case and time, at no additional pharge therefor.

6. A GENCY MATERIAL

All commendal materials (if so specified on the face of this context, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's spie cost and expense. Agency shall deliver all materials not less than 48 nours (explicitly of Saturdays, Sundays and noticeys) in soverce of projected. All materials furnished by Agency (i) shall not be contactly to the public interest, (ii) shall not be softened by Agency (i) shall not be contactly to the public interest, (iii) and subject to Station a prior approval and control ingright to reject on to be dealer of materials. Station will not be liable for loss or damage to Agency a material or, even if sociation, for communications from others.

If Agency requests within 30 days of lest brosposs thereumost, Station will, at Agency's excense, return Agency material to Agency of Agency coles not so request. Station has the right to dispose of all Agency material any time effer 60 days following the lest brosposs thereumoen.

7. INDEMNIFICATION

Agencyand Advertiser will jointly and severally indemnify and hold harmless Station from and against all paims, demands, debts, obligations or onarges (including responsible attorney fees and disbursements) which arise out of or result from the prosposation prosposation potentiated by the acceptance of Agency and Advertiser or Strished by Station at Agency's request for use in connection with Agency's or Advertisers commercial material, and Station will similarly indemnify and hold dermiess Agency and Advertiser with respect to all materials furnished by Station. The indemnities shall promptly notify and cooperate with the indemnitor with respect to any death.

8. CONSEQUENTIAL DAMAGES

Agen dyend Station rerepyragree that consequents (camages resulting from any preach of this contract, pursuant to Paragraph 2, or any preach of proadcast, pursuant to Paragraph 3, or any preemption of proadcast, pursuant to Paragraph 4, are specific wat a neither Agency not Station and to here is the insoft or any consequents; camage explicitly provision is an allocation of risk separate and apart from provisions appearing an intringle that Agency a or Station's remedies for preach.

9. GENERAL

(a) Staton will proadcast the announdements and programs covered by this combaction the dates and at the approximate industryles provided on the

face necesti.

- (b) The Station anall exercise normal precautions in panding of procenty and mail, but assumes no liability for loss or damage to program or commercial materials and other process mail, but assumes and other process mail, correspondence, or telephone balls in connectors with process state its prior approval.
- (c) Agency is acting as agent for a disclosed principal (i.e., the Advertiser names on the face hereof, and Agency will act as agent for making payment or all billings interested. However, Agency anallize primarily liable for the Advertiser's dependence and not be agency and intelligency for the payment three of acts and until Agency all to timely remit depreciations agency or the payment or depote the payment or depote the face of the payment of the agency remit depreciations as the restriction and not to agency or all unpaid billings for services rendered by Station needs not therefore made payment to the Agency thereor, and to the extent that Advertiser has not therefore made payment to the Agency thereor. (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a tring party mones which may be or become payable by Advertiser or Agency, or that Agency was an earger of economic in solvent, or (ii) after receiving notice (together with a treatment of account) from Station mat Agency is seriously delingated trial or any other advertising agreement's between Station and Agency is seriously delingated to a trial payment of or its and an agency after the end of the month, in which service is provided thereunder. Nothing nervin contained reliating to the payment of politings by Agency after the Agency and applyto the media brying service. If this contract is made directly with Advertiser, references nervin to Agency and lower.
- Agency shall not assign this contract except to another agency which succeeds to its outsness of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, orange its agency and only the successoring and other and operations hereinder. Advertiser may, upon notice to Station, orange its agency and only the successoring and other than to commissions, if any, or other than the trace of the face hereof.

 Station is not required to broadcasts hereof on the face hereof.
- (e) This contract contains the entire understanding between the parties, pannot be changed or terminated orally, and shall be constitued in apportance with the laws of the State of New York, and with the Communications Act of 1834, as amended, and with the rules and regulator sloftne FCC issued burspant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices here given on the date of dispatch.

For additions, information relating to political advertising. Agencies and Advertisers are encouraged to request a popy of the Station's purrent political advertising displacate statement.]

AGREEMENT FORM FOR POLITICAL CANDIDATE ADVERTISEMENTS

(check applicable	box)							
☐ FEDER	AL CANDIDA'	ГE	✓ STATI	E/LOCAL CAN	NDIDATE			
To Avail Themselves of The Lowest Unit Charge During a Political Window, Federal Candidates Must Sign The Certification On Page 3								
Station and	Location:			Date:	1112			
I, Smart Media	Group							
being/on behalf	of: Ed Martin				, a legally			
qualified candidate of the Republican political								
party for the offi	ce of: Attorney G							
in the General		MATE						
election to be he	eld on: 11/6/2012				***************************************			
do hereby request station time as follows:								
Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks			
see attached								
				·				
Total Charges: 12,686.25								

For programming that, in who national importance," list the i	le or in part, "communicates a message rel natters below:	ating to any political matter of
10.00		
distribution and the constant of the state of	t tarketat et a e e e e e e e e e e e e e e e	est residentespa i esta de la compania de la compa
l represent that the payment for	or the above described broadcast time has l	been furnished by:
Missourians for Ed Martin		
represent that this person or e	ounce the time as paid for by such person of entity is either a legally qualified candidate	
committee/organization of the	legally qualified candidate.	
The name of the treasurer of the	ne candidate's authorized committee is:	
Randall McArthur		
This station has disclosed to m	ne its political advertising policies, includir	ng: applicable classes and rates;
and discount, promotional and	other sales practices (not applicable to fee	deral candidates).
To Re Signe	d By Candidate or Authoriz	red Committee
io be signed	. by canadate of Additions	ea committee
8/22/12	W. C. C. C. C.	
Date	Signature Signature	
("		
To Be	Signed By Station Represe	entative
To Be	Signed By Station Represe	entative

CANDIDATE CERTIFICATION

In Order For Federal Candidates to Receive The Lowest Unit Charge During a Political Window, the Following Certification is Required:

nhai na a	e and a second and a second with a second property and a second a second a second a second as s	and the contract of the second AMP Art (BELF).			
I, E	d Martin				
	ne of federal candidate or authorized committee) hereby certify the broadcast (in whole or in part) pursuant to this agreement:	at the programming			
	☑ does ☐ does not				
	to an opposing candidate (check applicable box). I further certification ramming that does refer to an opposing candidate:	y that for the			
(che	ck applicable box)				
	the radio programming contains a personal audio statement by the candidate that identifies the candidate, the office being sought, and that the candidate has approved the broadcast.				
	the television programming contains a clearly identifiable photo image of the candidate for a duration of at least four seconds, and displayed printed statement identifying the candidate, that the candidate, and that the candidate and/or the candidate's authorized for the broadcast. A	nd a simultaneously andidate approved			
	printed name	date			